



# EXECUTIVE DOCUMENT SUMMARY

State Form 41221

Originating Agency/Division <b>OWM</b>	Date Prepared
Contact Person <b>Carla S. Hutton</b> <b>Steve Rousch</b>	Phone <b>2-8186</b> <b>3-4175</b>

Instructions: 1. Please read the guidelines on the back of this form before preparing legal documents concerning the State of Indiana.  
2. Please type all information.

Type of Document <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Deed <input type="checkbox"/> Lease <input type="checkbox"/> Other (Specify)		Project/Requisition/Reference No.	
Total Amt. Involved <b>\$ 24,500</b>	Funding Source <b>Water Quality Mgmt. 361-410 Funds</b>	TIME PERIOD COVERED IN AGREEMENT From (Mo/Yr) <b>2-1-92</b> To (Mo/Yr) <b>9-30-92</b>	
Description of Work or Action Involved <p>Section 205(j)(3) of the Water Quality Act of 1987 (PL100-4) specifies that a state shall provide funds to local, regional and interstate intitities for the purpose of water quality management planning. These funds are reserved from the state's fiscal year allotment in an amount not to exceed one percent or \$100,000, whichever amount is greater. At least forty percent of this amount is to be allotted to regional public comprehensive planning organizations with the intent that the funds be spent in support of the state's annual water management program plan.</p> <p>DATE LOGGED <b>MAY 2 6 1992</b> DATE LOGGED <b>MAR 6 1992</b> BUDGET ANALYST <b>6742</b> DATE LOGGED <b>MAR 1 8 1992</b> BUDGET ANALYST <b>5318</b> DATE LOGGED OUT <b>MAY 2 8 1992</b> DATE LOGGED OUT <b>3/9/92</b> DATE LOGGED OUT <b>5-11-92</b></p>			
Method of Source Selection <input type="checkbox"/> Bidding <input type="checkbox"/> Negotiated <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency <input type="checkbox"/> Other:			
Justification <p>The Ohio-Kentucky-Indiana Regional Council of Governments (OKI) has requested and demonstrated a need for this advance as referenced in the executed agreement. This form of agreement has been approved by all affected state agencies and EPA. This contract is being submitted in accordance with Financial Management Circular #90-2, Section 8 dated September 5, 1990. The contract is in support of a program which is required by the U.S. Environmental Protection Agency to facilitate the state's annual water management program plan. The plan serves as a basis to maintain and upgrade the water quality in the state in order to protect the health, safety and welfare of Indiana citizens.</p> <p>Federal regulations mandate we pass through a percentage of grant funds to local agencies that meet the intent of the 604 (b) funding. These agencies have been identified in our grant application and approved by USEPA. (100% Federal Funds)</p>			
Agreement Principals, Address, and relationship for each principal. i.e., Lessor, Grantor, Contractor, etc.			
Grantor <b>Indiana Dept. of Environmental Management</b> <b>105 South Meridian St.</b> <b>P.O. Box 6015</b> <b>Indianapolis, IN 46206-6015</b>		Grantee <b>Ohio-Kentucky-Indiana Regional Council of Governments</b> <b>801-B W. Eighth St. Suite 400</b> <b>Cincinnati, OH 45203-1607</b>	
<p>RECEIVED D.E.M. JUN 30 1992 RECEIVED MAR 03 1992 RECEIVED PURCHASING DIV. STATE BUDGET AGENCY JUN 10 1992 RECEIVED IN IDOA MAR 03 1992 RECORD # <b>71141</b></p> <p>BY <b>2V4/19</b> OFFICE OF THE GOVERNOR</p>			
Will the attached document involve data processing system(s)? <input type="checkbox"/> Possibly <input type="checkbox"/> Yes <input type="checkbox"/> No			
CHECKLIST FOR ORDINARY LEGAL DOCUMENTS The items listed below are a quick summary guide in helping you prepare legal documents concerning the State of Indiana.			
<input type="checkbox"/> PROPER TITLE <input type="checkbox"/> IDENTIFY THE PARTIES <input type="checkbox"/> STATUTORY AUTHORITY <input type="checkbox"/> TERM	<input type="checkbox"/> CONSIDERATION <input type="checkbox"/> NONDISCRIMINATION CLAUSE <input type="checkbox"/> HOLD HARMLESS CLAUSE <input type="checkbox"/> COMPLETE FORM	<input type="checkbox"/> EXECUTION <input type="checkbox"/> NON-COLLUSION AFFIDAVIT <input type="checkbox"/> ACKNOWLEDGMENT	

## CONTRACT FOR SERVICES

Pursuant to IC 13-1-4, this agreement made for the State of Indiana, Department of Environmental Management, 105 South Meridian Street, Indianapolis, Indiana 46225, acting through the Indiana Department of Administration, and hereinafter called "DEM" and the Ohio-Kentucky-Indiana Regional Council of Governments, hereinafter called "OKI", an agency organized and existing under the laws of the State of Indiana, and duly authorized to transact business in the State of Indiana, witness that:

OKI will develop a handbook for identifying potential sources of groundwater pollution in a wellhead protection area and apply the handbook to the Dearborn County portion of the Whitewater Valley aquifer.

### Article 1--Services to be Provided

The services to be provided are specified in the Scope of Services attached hereto as Appendix A. Appendix A is made a part of this contract.

### Article 2--Length of Contract

The services of Grantee are to commence February 1, 1992, and shall continue through September 30, 1992, unless this contract is cancelled in accordance with the provisions contained herein.

### Article 3--Compensation

The DEM agrees to pay Grantee no more than \$24,500 to be paid in arrears. Compensation to be provided is specified in the Budget attached hereto as Appendix B. Appendix B is made a part of this contract.

Financial assistance will be on a cost basis. Payment of the approved actual costs of the project will be made by the DEM promptly after the end of each month for the items listed in the attached budget upon receipt of duly executed vouchers to be supplied by the DEM.

Costs incurred by Grantee for project travel will be paid by the DEM at the rate customarily paid by Grantee or the current rate being paid by the State of Indiana, whichever is the lesser. Any other travel expenses being paid by Grantee can only be paid in accordance with the "State Rules and Regulations Governing Travel," a copy of which will be furnished by the DEM upon request.

### Article 4--Retention of Records

Records will be maintained by Grantee to substantiate reimbursement claimed and to facilitate any State and Federal program or fiscal audit. Such records are to be retained for five years after the agreement period or until the State or Federal audit and any exceptions have been completed. Such records are to be available on-site during normal working hours for inspection by duly authorized personnel of DEM. Progress reports for the project will be submitted based on the needs of the project director.

Grantee agrees to maintain employee effort reports to verify actual work performed on the program.

Any costs reimbursed by the DEM which are subsequently found to be disallowed under any audit, litigation or claim shall be refunded to the DEM by Grantee.

#### Article 5--Subcontracting

Grantee will not subcontract or permit anyone other than its personnel to perform any of the work, services, or other performance required of Grantee under this contract without prior express written permission of the Commissioner, Indiana Department of Environmental Management.

#### Article 6--Publication Restriction

Grantee agrees that any material developed, produced, and delivered under this contract cannot be copyrighted without prior approval from the Commissioner, Indiana Department of Environmental Management.

#### Article 7--Termination

This contract may be terminated by either party providing the other party receives notice in writing by registered mail addressed to the usual place of business 45 days prior to the effective date of termination.

#### Article 8--Modifications

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or modifications, other than mere extension of time of performance, shall be subject to the contract approval procedures of the State of Indiana.

#### Article 9--Confidentiality

Grantee agrees that all data gathering, analysis, and subsequent processing of personal data will be limited to that data necessary to fulfill this contract. Furthermore, Grantee certifies that all personal data gathered for the purpose of this contract will not be disclosed to others without the prior written consent of the Commissioner, Indiana Department of Environmental Management.

#### Article 10--Civil Rights

Pursuant to IC 22-9-1-10, the Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, or handicapping condition.

#### Article 11--Ownership of Materials

All final materials which result from this contract are to be the property of the DEM and the State of Indiana. Use of these materials by Grantee without the prior written approval of the DEM is prohibited.

#### Article 12--Final Authority

The DEM and the State of Indiana has final authority to manage, determine policy and resolve any dispute or disagreement in all areas not specifically referred to in the contract.

#### Article 13--Funding

Funds for this contract will be provided under the Water Quality Act of 1987, Section 205(j)(1). Continuation of this contract is contingent upon availability of these funds.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this contract, the contract shall be cancelled and the Grantee notified immediately. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

#### Article 14--Employees

Grantee and the agents and employees of Grantee in the performance of this contract shall act in an independent capacity and not as officers, employees, or agents of the State of Indiana.

#### Article 15--Failure to Perform

The DEM may terminate this agreement and be relieved of the payment of consideration to Grantee for actual costs not incurred prior to termination should Grantee fail to perform services herein stated at the time and in the manner herein provided.

#### Article 16--Excess Costs

The consideration to be paid Grantee as provided herein shall be in compensation for all of Grantee expenses incurred in the performance hereof.

#### Article 17--Governing Law

This contract shall be construed in accordance with, and governed by the laws of, the State of Indiana, and suit, if any, must be brought in the County of Marion, State of Indiana.

Article 18--Maintaining A Drug-Free Workplace (Executive Order No. 90-5)

- (a) Contractor or, if a grant is involved, Grantee hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to the contracting state agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.
- (b) In addition to the provisions of subparagraph (a) above, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, Contractor (or Grantee) hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Contractor in conjunction with this Agreement and which is appended as an Attachment hereto.
- (c) It is further expressly agreed that the failure of Contractor (or Grantee) to in good faith comply with the terms of subparagraph (a) above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph (b) above shall constitute a material breach of this Agreement, and shall entitle the State to impose sanctions against the Contractor including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of the Contractor from doing further business with the State for up to three (3) years.

Contractor:

(Where Applicable)

By: James Q. Duane

Printed Name: James Q. Duane

Title: Executive Director

Date: 01/31/92

State of Indiana

Using Agency: Department of Environmental Mangement

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attested By: David K. Andres

Printed Name: David K. Andres

Title: Senior Accountant

Date: 01/31/92

X

By: Becky Schenk

Printed Name: Becky Schenk

Title: Asst Commissioner OMBA

Date: 3/2/92

Indiana Department of  
Administration:

Thomas A. Birk for  
John J. Kish  
Commissioner

Date: 3/3/92

State Budget Agency:

David H. Sullivan Jr.  
Frank Sullivan Jr.  
Director

Date: 5-28-92

Approval as to Form and  
Legality:

L. E. Pearson, Deputy  
Linley E. Pearson  
Attorney General of Indiana

Date: JUN 8 1992

Approved:

Evan Bayh  
Evan Bayh  
Governor of Indiana

Date: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

STATE OF Ohio }  
COUNTY OF HAMILTON } SS:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is representative, agent, member, or office of the contracting party, that he has not, nor has any other member, employee, representative, agency or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

James Q. Duane  
Signature

James Q. Duane  
Printed Name

Executive Director  
Title  
Ohio-Kentucky-Indiana Regional  
Council of Governments  
Company

Before me, a Notary Public in and for said County and State personally appeared, James Q. Duane, who acknowledged the truth of the statements in the foregoing affidavit on this 31st day of January, 1992.

David K. Andres  
Notary Signature

HAMILTON  
County of Residence Commission Expiration Date Notary's Name (Print or Type)



**DAVID K. ANDRES**  
Notary Public, State of Ohio  
My Commission Expires Dec. 29, 1994

**STATE OF INDIANA  
DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement, notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

  
Printed Name of Organization

James Q. Duane, Executive Director

Signature of Authorized Representative  
Ohio-Kentucky-Indiana Regional  
Council of Governments

Printed Name and Title

Contract/Grant ID Number

01/31/92

Date



Conditions of Agreement Covering Grant Awards  
by  
Indiana Department of Environmental Management

In applying for, or in accepting a grant from the Indiana Department of Environmental Management (DEM), the applicant agency shall agree to the following conditions and shall adopt policies and procedures to implement them. The applicant agency shall agree:

1. To expend grant funds solely for the purposes set forth herein and in compliance with applicable terms and conditions as established by the DEM.
2. That grant funds and matching funds, where provided by the agency, will be subject to audit by the State and Federal Government.
3. To comply with all applicable State and Federal laws, regulations, executive orders, policies, and procedures relative to the assurance of equal opportunity without regard to race, religion, color, sex, national origin, ancestry or handicap.
4. Grantee agrees to maintain employee effort reports to verify actual work completed on the program.
5. That the grant may be revoked in whole or in part at any time by the DEM in the event funds are not utilized as stated in this agreement.
6. That grant funds are to be used in support of State water quality management planning efforts.
7. That these funds are not to be used to reduce or replace local funds otherwise available.
8. That reports will be submitted to the Office of Water Management at the end of the contract. Records of monthly project activities will be maintained by the Grantee to substantiate progress reports and for site visit program audits.
9. That receipt of funds is contingent upon the DEM having a valid grant with the United States Environmental Protection Agency for the period indicated on the application and covering the project in question.
10. To submit claim vouchers on a monthly expenditures basis to the following address:

Indiana Department of Environmental Management  
Office of Water Management  
105 South Meridian Street  
P.O. Box 6015  
Indianapolis, Indiana 46206-6015

Claim vouchers are to be submitted by the 15th of the following month.  
Reimbursement will be made on an arrears basis only.

APPENDIX A  
SCOPE OF SERVICES

In order to foster wellhead protection for the Whitewater Valley aquifer by providing a model for inventorying potential pollution sources in the area, OKI will develop a handbook for use in identifying the potential sources of groundwater pollution and apply the process to the Dearborn County portion of the Whitewater Valley aquifer. The handbook will explain how to obtain data in Indiana for various types of potential sources of groundwater pollution. Data will be included in the handbook for the Dearborn County portion of the Whitewater Valley aquifer system. The handbook will include:

1. A general narrative with discussion of the aquifer's vulnerability to contamination, the significance of Single Source Aquifer (SSA) designation, the basic steps involved in a wellhead protection program and the handbook's role in developing an inventory.
2. A description of how to obtain information for each type of potential source (including state or other agency department names and references).
3. A listing of each applicable type of potential pollution source in a table format.
4. A sample map legend identifying each potential pollution source by a unique symbol or code.
5. A scaled map of 1 inch to 2000 feet along with tables to show an inventory of potential pollution sources in the Dearborn County portion of the Whitewater Valley aquifer.
6. An inventory of land uses in the Dearborn County portion of the Whitewater Valley aquifer showing industrial, commercial, institutional, residential, cropland, pastureland, and other types of areas as appropriate, distinguished as sewered or unsewered and based on the most recent aerial photographs available from the local conservation agency.

## APPENDIX B

### PROJECT EXPENSES

The Grantee will be reimbursed by the DEM for expenses in the following areas not to exceed the indicated amounts:

Personnel \$12,958

Program Coordinator (\$22.51/hr. @ 60hrs = \$1351)  
Planner III (\$16.73/hr. @ 450hrs = \$7527)  
Planner I (\$13.19/hr. @ 150hrs = \$1976)  
Cad Operator III (\$14.56/hr @ 80hrs = \$1165)  
Secretary III (11.71/hr @ 80hrs = \$937)

Fringe: \$5,754

FICA (7.65% - \$992)  
PENSION (9.61% - \$1,245)  
Health Insurance (12.05% - \$1,561)  
Workers Compensation (0.69% - \$90)  
Vacation, Sick & Holiday (14.4% - \$1,866)

Other Direct Cost: \$3,280

Legal (\$463)  
Telephone (\$115)  
Membership and Subscription (\$216)  
Postage (\$344)  
Rent (\$1,912)  
Insurance (\$230)

Travel: \$400

1,600 miles @ \$0.25 per mile

Printing: \$908

Printing of Final Report

CAD Mapping: \$1,200

Machine use time 80 hrs @ \$15 per hour

TOTAL \$24,500